

## **ARTICLE 20**

### **MISCELLANEOUS**

#### **SECTION 1. DEFINITIONS.**

A. **Appointing Authority.**

Appointing Authority means the single Executive heading a principal Department or the Chief Executive Officer of a principal Department headed by a Board or Commission, or those persons authorized and responsible to administer personnel and labor relations functions of the Department, Board or Commission.

B. **Employer.**

Employer means the State Employer and all Departmental Employers having employees in this Bargaining Unit.

C. **Probationary Employee.**

An employee who has not completed a required probationary period in his/her current class/level according to applicable Civil Service Rules and Regulations.

D. **Weekday.**

Weekday means Monday through Friday inclusive, excluding holidays.

#### **SECTION 2. EFFECT OF AGREEMENT ON CIVIL SERVICE RULES AND COMPENSATION PLAN, AND OTHER EXISTING TERMS AND CONDITIONS OF EMPLOYMENT.**

Wages, hours, and conditions of employment (which are mandatory subjects of bargaining) in effect on the effective date of this Agreement shall, except as addressed elsewhere herein, be maintained during the term of this Agreement.

The parties adopt and incorporate herein the Compensation Plan and Regulations and current Rules (excluding rules governing prohibited subjects of bargaining) of the Civil Service Commission, except where the subject matter of any Rule or provision of the Compensation Plan and Regulations is addressed in this Agreement, in which event the provisions of this Agreement shall govern. If the subject matter of a Rule or provision of the Compensation Plan and Regulations is not addressed in this Agreement, such Rule or provision shall govern.

Where any provision of this Agreement governing a proper subject of bargaining is in conflict with any Civil Service Rule, the parties shall regard Commission approval of this Agreement or portion thereof as an expression of policy by the Commission that the parties are to be governed by such approved provisions of this Agreement, and shall

abide by such provisions. Respecting any provisions not approved, the parties shall jointly petition the Commission to amend any Rule which the Commission determines to conflict with such unapproved provisions so as to be consistent therewith. The parties shall be governed by the pertinent provisions of this Agreement to the extent the Commission approves their petition. To the extent the Commission denies the parties' petition, the current Rule(s) shall govern unless and until the parties negotiate and arrive at a mutually agreed replacement. Such replacement shall be immediately presented to the Commission for approval.

### SECTION 3. SECONDARY NEGOTIATIONS.

Secondary negotiations may be conducted only on subjects specifically delegated by this Agreement. No provisions of any secondary agreement shall supersede or conflict with any provisions of the primary agreement, and no secondary agreement shall become effective until it has been reviewed and approved by the Union, the Office of the State Employer, and the Civil Service Commission.

Any secondary negotiations will be scheduled and conducted in accordance with Civil Service Rules and Regulations.

### SECTION 4. SAVINGS CLAUSE.

Should any part of this Agreement, or any provision contained herein, be declared invalid by operation of law or by any tribunal of competent jurisdiction, including the Civil Service Commission, such invalidation of such part or provision shall not invalidate the remaining portions hereof, which shall remain in full force and effect. If the party(ies) appeal such declaration within the applicable time limits, the affected provision of this Agreement shall remain in effect unless prohibited by order of such tribunal. The parties agree that if such part or provision is finally invalidated, they will collectively bargain, as expeditiously as possible, to arrive at a mutually agreed replacement for such part or provision. Such replacement shall be immediately presented to the Civil Service Commission for approval.

### SECTION 5. NON-DISCRIMINATION.

The Employer and the Union recognize their respective responsibilities under and support Federal, State, and local laws relating to fair employment practices. The Employer and the Union recognize the moral principles involved in the area of civil rights and affirmative action and hereby affirm in this Collective Bargaining Agreement their commitment not to discriminate because of race, creed, religion, political partisanship, color, age, sex, national origin, ancestry, sexual orientation, genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, marital status, disability, height, or weight with regard to terms and conditions of employment, admittance to Union membership, or representation of Union members.

There shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of Union membership or activity or because of any activity protected by Civil Service Rules and Regulations or permitted by this Agreement. Employees shall be protected from reprisal for the lawful disclosure of the violation of law, rule or regulation or mismanagement or abuse of authority.

The Union has the right to representation on all Departmental and/or Agency affirmative action committees. Problems or questions regarding affirmative action shall be subjects of Labor-Management Meetings unless an affirmative action committee has been established in the Department and/or Agency. In Departments and/or Agencies having such committees, the number of Union Representatives shall be determined in secondary level negotiations.

#### SECTION 6. WAGE ASSIGNMENTS AND GARNISHMENTS.

The Employer shall not impose disciplinary action against an employee for any wage assignments or garnishments. The Employer may engage in non-disciplinary counseling with the employee. Where possible, the employee shall be given advance notice of garnishments and details therein.

#### SECTION 7. SEXUAL HARASSMENT.

No employee shall be subjected to sexual harassment by another employee during the course of employment in the State classified service. The Employer will make a good faith effort to attempt to prevent sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take corrective action. The parties hereby incorporate Civil Service Rules and Regulations regarding sexual harassment, except that any grievance filed shall use the grievance procedure herein provided.

For the purposes of this policy, sexual harassment is unwanted conduct of a sexual nature which adversely affects another person's conditions of employment and/or employment environment. Such harassment includes, but is not limited to:

- A. Repeated or continuous conduct which is sexually degrading or demeaning to another person;
- B. Conduct of a sexual nature which adversely affects another person's continued employment, wages, advancement, tenure, assignment of duties, work shift, or other conditions of employment;
- C. Conduct of a sexual nature that is accompanied by a threat, either expressed or implied, that continued employment, wages, advancement, tenure, assignment of duties, work shift, or other employment conditions may be adversely affected.

## SECTION 8. POLYGRAPH TESTS.

No employee shall be required to take a polygraph examination, and no disciplinary action shall be taken against any employee for refusing to take a polygraph examination. However, if any employee consents to a polygraph examination, the results of that examination may not be used or offered in any judicial or quasi-judicial proceeding (other than grievance-arbitration proceedings under this Agreement) unless required by court order.

## SECTION 9. ACCESS TO WORK RULES.

A copy of all current policies, procedure manuals, personnel releases, work rules, regulations, this Agreement, and any other documents concerning an employee's rights, obligations, conduct, standards and performance requirements shall be made reasonably available upon the employee's request.

## SECTION 10. SMOKING.

Consistent with the provisions of Executive Order 1992-3, as it may be amended, the use of any tobacco product is prohibited in any owned or leased State Government facility.

## SECTION 11. ERGONOMICS.

The Employer agrees that, within budgetary and operational limitations, proven ergonomic principles will be a factor in the selection of new office equipment for use with video display terminals (VDT's), including VDT work stations with adjustable chairs and backrests, footrests, adjustable tables and keyboard holders. The Employer agrees to provide glare reducing screens and wrist supports to use with video display terminals upon employee request. The parties agree that issues related to ergonomics, including but not limited to the topics detailed in the Union's 1988 Proposal on Ergonomics, are proper subjects for discussion at Labor-Management or Health and Safety Subcommittee Meetings.

## SECTION 12. PRINTING OF THE AGREEMENT.

The Employer and the Union shall mutually proof this Agreement against the tentative agreement ratified by the parties prior to final printing and distribution. The Employer shall be responsible for the printing of the Agreement and will provide copies to the Union upon request. Such copies shall be provided at cost. The Union shall provide copies of this Agreement to employees; the Employer shall be responsible for providing copies of this Agreement to Management and supervisors of such employees.

## SECTION 13. LETTER OF UNDERSTANDING.

As used in this Agreement, a Letter of Understanding is a written understanding and/or agreement entered into between the Union and the State Employer and ratified by the

Civil Service Commission, which interprets, modifies or amends one or more provisions of this Agreement or a secondary agreement; they are enforceable only as to their terms. Local agreements (such as mutually approved minutes of Labor-Management Meetings), while instructive as to those parties' wishes, expectations, and intent, are not Letters of Understanding.

#### SECTION 14. VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM.

Employees in this Bargaining Unit shall be eligible to participate in the Voluntary Work Schedule Adjustment Program, as provided in this Section. Participation shall be on an individual and completely voluntary basis.

An employee may volunteer to participate in the program by submitting a completed standard voluntary work schedule adjustment agreement form to his or her supervisor/manager. The supervisor/manager and the Appointing Authority shall respond, in writing, to all requests within twenty (20) working days. Bargaining Unit employees shall continue to have the right, by not submitting a standard agreement form, not to participate in either of the program's two plans.

Discretion to approve or disapprove an employee's request to participate in Plan A or Plan C is reserved to the supervisor/manager and Appointing Authority, based upon whether such participation would adversely impact upon the department's operations and/or budget. Once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the Agreement by the Appointing Authority shall not be grievable.

##### A. Plan A. Biweekly scheduled hours reduction.

###### (1) Eligibility.

Only full-time employees who have satisfactorily completed 1,040 hours in the State classified service shall be eligible to participate in Plan A.

###### (2) Definition.

With the approval of the supervisor/manager and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the Agreement. The employee may enroll for a minimum of one pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs 3 and 4 below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on a Plan A reduced work schedule will count against an employee's twelve (12) work week

leave entitlement, if it is determined based on information provided to the Employer in accordance with the Act that such time off is for a qualifying purpose under the federal Family and Medical Leave Act.

(3) Insurances.

All State-sponsored group insurance programs, including long term disability insurance, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

(4) Leave Accruals and Service Credit.

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the Agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participation in Plan A.

B. Plan C. Leave of Absence.

(1) Eligibility.

Full-time and part-time employees who have satisfactorily completed 1,040 hours in the State classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

(2) Definition.

With the approval of the supervisor/manager and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months per fiscal year. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will count against an employee's twelve (12) work week leave entitlement, if it is determined based on information provided to the Employer in accordance with the Act that such time off is for a qualifying purpose under the federal Family and Medical Leave Act.

(3) Insurances.

All State-sponsored group insurance programs in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, with the exception of long term disability (LTD) insurance, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon

termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

(4) Leave Accruals.

Accumulated annual leave, personal leave, and sick leave balances will automatically be frozen for the duration of the leave of absence. The employee will not accrue leave credits during the leave of absence.

(5) Service Credit.

An employee shall incur no break in service due to participating in Plan C. However, no state service credit will be granted for any purpose.

SECTION 15. LOUNGE AND/OR EATING AREAS.

Where current practice so provides and where operational needs permit, the Employer will continue to provide adequate employee lounge and/or eating areas in non-public locations separated from employees' normal areas of work. Such lounge and/or eating areas shall include employer provided furniture, such as but not limited to tables and chairs and, where feasible, and within budgetary and operational limitations, electrical outlets. When leasing new office space and/or renewing existing leases, the feasibility of providing lounge or eating areas will be a consideration. The issue of providing employees with such lounge and/or eating areas where current practice does not so provide will, upon request, be a subject of secondary level negotiations, provided that no obligation shall exist for the employer to negotiate such issue for work sites where space is not available. The Employer reserves the right to change lounge and/or eating areas due to operational requirements. The proposed removal or relocation of lounge and/or eating areas due to operational requirements shall be an appropriate subject for labor-management meetings provided for in Article 10 of this Agreement.